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6 **UNITED STATES DISTRICT COURT**
7 **DISTRICT OF NEVADA**

8 LARRY EDWARD DILLON,

9 Plaintiff,

10 v.

11 WEST PUBLISHING CORPORATION,
12 WEST GROUP and THE THOMPSON
13 LEGAL PUBLISHING CORPORATION, THE
14 THOMPSON CORPORATION, BLACK AND
15 WHITE CORPORATION and DOES I
through X, inclusive,

Defendants.

3:03-cv-00203-RCJ-WGC

ORDER

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17 Currently before the Court is Plaintiff's Motion (#280) to Strike the Bill of Costs
18 (#276). Plaintiff does not object to the costs set forth in the Bill of Costs (#276), but argues
19 that the filing of a bill of costs is a breach of an agreement between the parties.
20 Specifically, Plaintiff claims that there was an agreement between the parties that: (1)
21 Plaintiff would forego the filing of a bond on appeal, and (2) if Defendants prevailed after
22 the appeal or on post-trial motions, Defendants would not seek to enforce fees and costs.
23 Defendants respond that the agreement pertained only to costs related to the post-trial
24 motions and the appeal, and only one item on the Bill of Costs (#278) should be stricken as
25 improperly included in light of that agreement, that is, the amount of \$455 requested in
26 connection with filing the notice of appeal on December 19, 2008.

27 Plaintiff submitted two exhibits in support of the Motion (#280). Exhibit One is a
28 letter sent by Defendants' counsel to Plaintiff's counsel, stating that:

This will confirm our conversation in Court immediately following the jury
verdict in plaintiff's favor that plaintiff will not seek to enforce his judgment

1 against any of the defendants pending the outcome of defendants' post-trial
2 motions and/or appeal to the United States Court of Appeals for the Ninth
3 Circuit, in return for defendants' agreement that should it be awarded costs in
4 connection with these motions and/or the appeal, defendants specifically
forego said costs and will not seek to collect same. Defendants further agree
that they will pay any judgment that still exists pending the resolution of any
final appeal.

5 If this does not accurately set forth our understanding, please advise and
6 defendants will immediately undertake the posting of appropriate security
pending resolution of said motions and/or appeal.

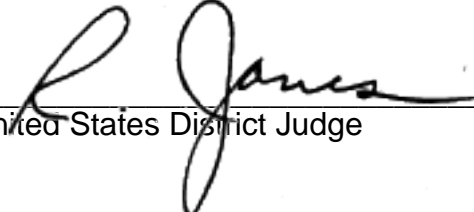
7 (Ex. 1 (#280-2).) Plaintiff's attorney responded with:

8 I am in receipt of your letter dated July 18, 2008. Please note the following
correction: our agreement included not just costs, but fees and costs.

9 (Ex. 2 (#280-3).)

10 The agreement as set forth in the exhibits plainly contemplates that Defendants will
11 forego seeking costs associated with post-trial motions and/or appeal. For that reason, IT
12 IS ORDERED that the Motion to Strike (#280) is **DENIED**. However, the requested costs of
13 \$3,516.55 must be reduced by the amount of \$455, which Defendants state is the amount
14 of the filing fee for the appeal, which was inadvertently included in the bill of costs.

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17 DATED: This 26th day of November, 2012.

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20 United States District Judge
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